



The City Of San Diego

Councilmember Jim Madaffer

City Council District 7



Asking for your thoughts about the San Diego Chargers

Just like my parents, I've been a lifelong football fan and have enjoyed season tickets for Chargers games. I've enjoyed taking my family to see a game.

But this is a whole new game. My love of the game doesn't detract from my obligation to the people of San Diego to ensure that they are well represented and that their best interests are served in any negotiations with the Chargers. I love sports but not at the expense of taxpayers.

The Chargers chose to use the trigger clause on March 4th, two weeks before the Citizens Task Force on Chargers Issues is scheduled to present its findings to the City Council. The trigger clause means that the Chargers began a 90-day period of time in which they and the City must renegotiate their contract or the Chargers may begin to shop their team to another city.

Without question, the Chargers should have waited at least until after the Task Force gives its report this Tuesday, March 18th, before using the trigger clause. But they did not wait and so the clock has been ticking. Instead of fostering a positive relationship, moves like this help drive a distrust between the citizens and the Chargers.

Now, adding insult to injury, Junior Seau is leaving the team. Losing the "Tony Gwynn" of the Chargers is not making this any easier for anyone and adds to an already existing public relations nightmare for the Chargers.

Early last summer I, along with others, called for the creation of an independent task force comprised of citizens volunteering their expertise to examine and make recommendations on behalf of all San Diegans.

I've been spending this rainy weekend reviewing the Task Force's Report. There is no question, they have put a lot of time and effort with the many documents included. If you haven't seen the Task Force's Report, you can download it by clicking [here](#). If you'd like to view the Task Force's webpage, click [here](#).

I'm curious as to your opinion regarding the Chargers. On Tuesday, the City Council will be discussing the Task Force Report. The two basic questions seem to be whether we simply enforce the contract and negotiate pursuant to the contract or appoint a negotiating team consistent with the Task Force recommendations. If you'd like to share your thoughts, I invite you to email me your comments at jmadaffer@sandiego.gov

Thanks for your time.

For those of you interested in specifically what the City Manager is recommending on Tuesday, here is the copy from the Council Docket:

Accepting the Final Report of the Citizens' Task Force on Chargers Issues;

Designating a City negotiating team consisting of Deputy City Manager Bruce Herring, Assistant City Attorney Leslie J. Girard, and such other attorneys, consultants or experts as the City Manager and City Attorney deem necessary and appropriate;

Directing the City negotiating team to meet with the Chargers pursuant to the recommendations set forth in the Task Force Report and in response to the Renegotiation Notice delivered to the City by the San Diego Chargers;

Directing the City Manager and City Attorney, and their designated representatives and retained consultants, to continue to investigate the validity of the Renegotiation Notice and the purported existence of the Triggering Event as defined in the 1995 Agreement, and to report back to the City Council on the matter as the review and investigation proceeds;

Authorizing and directing the City Attorney and City Manager to retain such attorneys, consultants or experts as they deem necessary and appropriate for the purpose of being members of the City's negotiating team or otherwise providing services to the City of San Diego in connection with the receipt of the Renegotiation Notice, each in initial amounts not to exceed \$100,000, subject to the City Auditor and Comptroller first certifying the availability of funds as required by law;

Authorizing and directing the City Attorney to retain the law firm of Procopio, Cory, Hargreaves and Savitch LLP to provide legal services to the City in connection with the receipt of the Renegotiation Notice, and authorizing an initial expenditure not to exceed \$100,000 for that purpose, subject to the City Auditor and Comptroller first certifying the availability of funds as required by law;

Authorizing and directing the City Attorney to retain the accounting firm of Nation Smith Hermes Diamond/BDO Seidman for the purpose of providing expert accounting services in connection with the receipt of the Renegotiation Notice, and authorizing an initial expenditure not to exceed \$50,000 for that purpose, subject to the City Auditor and Comptroller first certifying the availability of funds as required by law.
